

ASSIGNMENT

SEP 8 - 1970 10:22 AM

The undersigned has entered into a loan agreement dated July 15, 1970 with The First National Bank of Boston (herein called "the Bank") in connection with property acquired and/or to be acquired by the undersigned and leased by the undersigned to Crystal Car Line (herein called "the lessee") under a leasing agreement between the undersigned and said lessee dated July 15, 1970.

As contemplated in said loan agreement the undersigned, for value received, hereby assigns, transfers and sets over to the Bank any and all rents, renewal rents, fixed charges, mileage charges and other claims and rights to moneys due or to become due, together with any and all other rights of every kind and description of the undersigned under or arising out of the aforesaid leasing agreement and any individual leases thereunder heretofore or hereafter entered into between the undersigned and the lessee, excepting only title to or ownership of the property covered by said leases, primarily as security for the undersigned's indebtedness and liability to the Bank under said loan agreement and secondarily as security for any and all other liabilities and obligations of the undersigned to the Bank, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising; it being understood, however, that the Bank does not by this assignment or otherwise assume any of the duties or obligations of the undersigned under said leasing agreement and shall not be responsible in any way for the performance by the undersigned of any of the covenants, terms or conditions thereof.

As additional security the undersigned does also hereby assign and transfer to the Bank all of its rights under a certain Guaranty Agreement dated July 15, 1970 between CPC International Inc. and the undersigned guaranteeing full and prompt performance by the lessee of its obligations under said leasing agreement.

IN WITNESS WHEREOF the undersigned has duly executed this assignment this 15th day of July 1970.

Attest:

THE COMMONWEALTH PLAN, INC.

Richard J. Kirby
Clerk

By Paul J. Kirby SAC

COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss:

On this 3rd day of September, 1970, before me personally appeared Paul J. Kirby to me personally known, who, being by me duly sworn, says that he is Senior Vice President of The Commonwealth Plan, Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

James H. [Signature]
Notary Public

My Commission expires August 14, 1975